

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF MISSISSIPPI**

FLEXIBLE FLYER LIQUIDATING TRUST
F/K/A FF ACQUISITION CORPORATION
D/B/A FLEXIBLE-FLYER

CAUSE NO. 05-16187

MOTION FOR SUMMARY JUDGMENT BY VIALINK

COMES NOW Vialink Corp. (“Vialink”), by and through counsel, and files this its Motion for Summary Judgment, moving the Court to enter an Order dismissing with prejudice the Counterclaim filed by Flexible Flyer Liquidating Trust f/k/a FF Acquisition Corporation d/b/a/ (“FFA”) and in support would show unto the Court the following, to wit:

1. Vialink’s Motion for Summary Judgment should be granted because:
 - (A) FFA’s tort and Mississippi Product Liability Act (“MPLA”) claims are barred by the economic loss doctrine;
 - (B) FFA’s MPLA claim is not cognizable under the statute because the MPLA does not apply in cases, such as the one at bar, where a party seeks recovery commercial damages to the product itself;
 - (C) there is no expert testimony to support FFA’s negligent design and warning defect claims;
 - (D) FFA failed provide Vialink adequate notice of an alleged breach of contract or warranty under MISS CODE ANN. § 75-2-607(3)(a) and as a consequence FFA is barred from any remedy;
 - (E) Vialink did not breach any contract;
 - (D) Vialink did not breach any express warranties; and,
 - (F) Vialink did not breach any implied warranties

2. In further support of its Motion, Vialink submits the following exhibits:

EXHIBIT A	Deposition of Alex Garcia, pages 4-5, 9-10, 24-25, 27, 72-75, 90-91
EXHIBIT B	FFA 30(b)(6) Deposition, pages 3-5, 22-23, 47, 57-58, 96-98
EXHIBIT C	Deposition of Rich Godfrey, pages 10, 20-30, 59, 61-67
EXHIBIT D	Deposition of Eric Laiche, pages 26, 39-42, 66-67, 79-82, 106, 119, 122-25
EXHIBIT E	Vialink 30(b)(6) Deposition, pages 16, 29, 33, 39, 56, 64-65, 83-84
EXHIBIT F	Steve Shankin Deposition, pages 36-51, 62-63, 77-84, 89, 91-92, 111-16, 158-59
EXHIBIT G	Sketch
EXHIBIT H	Deposition of Bill Grove, pages 83, 95-97
EXHIBIT I	Deposition of Bob Honsinger, pages 38-39, 52-55, 61-62, 67-70
EXHIBIT J	Sample Shipping Document
EXHIBIT K	Sample Purchase Order/Invoice
EXHIBIT L	Deposition of Kyle Selby, page 25, 68-70, 76-77, 109-110
EXHIBIT M	Deposition of Ed McFarlane, pages 60-62, 53-56
EXHIBIT N	Deposition of Jim Mast, pages 4-5, 20-23, 32-40, 43, 80-85
EXHIBIT O	Vista report dated March 9, 2005
EXHIBIT P	Vista Report dated March 15, 2005
EXHIBIT Q	FFA's Response to request for Admission No.2
EXHIBIT R	FFA Ball joint Drawing
EXHIBIT S	Letter from FFA's Counsel
EXHIBIT T	Rafferty Report, FFA damages expert

EXHIBIT U FFA's Designation of Experts, with Vista Reports (CV Omitted)

EXHIBIT V Ball Joint Drawing by Bill Grove

For the foregoing reasons, as more fully explained in the accompanying Memorandum of Law, Vialink's Motion for Summary Judgment should be granted and FFA's Counterclaim should be dismissed with prejudice.

THIS, the 27th day of March, 2009.

Respectfully submitted,

VIALINK CORP.

BY: /s/ Eugene R. Naylor
EUGENE R. NAYLOR
JOHN P. SNEED
JEREMY L. BIRDSALL

OF COUNSEL:

EUGENE R. NAYLOR MSB #3757
JOHN P. SNEED, MSB #7652
JEREMY L. BIRDSALL, MSB #100284
WISE CARTER CHILD & CARAWAY, P.A.
600 Heritage Building
401 East Capitol Street
Post Office Box 651
Jackson, Mississippi 39205
T:(601) 968-5500
F: (601) 944-7738
ern@wisecarter.com
jlb@wisecarter.com

CERTIFICATE OF SERVICE

I, Eugene R. Naylor, certify that I have served a true and correct copy of the foregoing pleading via electronic filing with the Court Clerk using the CM/ECF system to those parties registered as a CM/ECF participant, including:

Arthur F. Jernigan, Esq.
Craig M. Geno, Esq.
Samuel L. Anderson, Esq.
Melanie T. Vardaman, Esq.
HARRIS & GENO
P.O. Box 3380
Ridgeland, MS 39158

Sammye S. Tharp, Esq.
Office of the US Trustee
100 West Capitol Street, Suite 706
Jackson, MS 39269

THIS the 27th day of March, 2009.

/s/ Eugene R. Naylor
EUGENE R. NAYLOR